

IN THE CIRCUIT COURT OF MONTGOMERY COUNTY, TENNESSEE
FOR THE NINETEENTH JUDICIAL DISTRICT AT CLARKSVILLE, TENNESSEE

2009 MAY 25 AM 11:11

FILED
CHERYL J. CASTLE
CIRCUIT COURT CLERK

GARY LINFOOT and wife,
MARI LYN LINFOOT,

Plaintiffs,

v.

MD HELICOPTERS, INC.,
L-3 COMMUNICATIONS CORPORATION,
and KAMATICS CORPORATION,

Defendants.

MC CC CV

CT09 1041

Docket No.

Jury Demand

JUDGE ASSIGNED

HICKS

GASAWAY

JONES

COMPLAINT

COME NOW the Plaintiffs and for cause of action against the Defendants state the following:

PARTIES

1. The Plaintiffs are husband and wife and are residents and citizens of Clarksville, Tennessee, and were so at all material times herein.
2. At all times material herein, Defendant MD HELICOPTERS, INC. ("MD HELICOPTERS"), was an Arizona corporation with its principal place of business in the State of Arizona.
3. At all times material herein, Defendant L-3 COMMUNICATIONS CORPORATION ("L-3 COMMUNICATIONS") was a Delaware corporation with its principal place of business in the State of New York.
4. At all times material herein, Defendant KAMATICS CORPORATION ("KAMATICS") was a Connecticut corporation with its principal place of business in the State of New York.

JURISDICTION

EXHIBIT

B

5. The Jurisdiction of this Court is invoked pursuant to Tennessee Code Annotated §§ 16-10-101 and 20-2-214.

FACTUAL BACKGROUND

6. On or about May 31st, 2008, plaintiff GARY LINFOOT was a United States Army soldier, holding the rank of CW4, assigned to Ft. Campbell, Tennessee where he was a member of the 160th Special Operations Aviation Regiment (SOAR) unit and was deployed in Iraq, acting as pilot in command of an AH-6M helicopter, US Army tail number 23649 ("subject helicopter").

7. On or about May 31st, 2008, at approximately 11:57 p.m. Arabic Standard Time (Baghdad, Iraq local time), plaintiff GARY LINFOOT was piloting the subject helicopter on a mission south of Baghdad, when the subject helicopter's main driveshaft failed which caused a instantaneous and complete loss of drive to the helicopter's rotors to descend crash into the ground in the vicinity of Baghdad ("subject accident").

8. Defendants, and each of them, were engaged in the business of manufacturing, designing, assembling, inspecting, distributing, selling, leasing, servicing, maintaining, modifying, and/or repairing the subject helicopter including, but not limited to, the main driveshaft and its component parts, pilot seat and its component parts, and equipment under or about the pilot's seat.

9. Modifications to CW4 Linfoot's seat and the addition of avionics equipment under the seat by defendant L-3 COMMUNICATIONS compromised the crash worthiness of the helicopter and caused GARY LINFOOT to suffer worse injuries than he would have suffered otherwise.

10. Defendants, and each of them, were engaged in the business of writing and/or approving instructions and warnings for the subject helicopter, its associated main driveshaft and components, its associated pilot's seat and components, and its associated equipment on or about the pilot's seat, including, but not limited to, their flight and operation manuals, maintenance manuals, maintenance and repair instructions, service bulletins, inspection schedules and service life schedules.

11. Plaintiff GARY LINFOOT has suffered and continues to suffer severe and permanent bodily and emotional injuries and damages, including pain, suffering, fright, fear of impending death, loss of the enjoyment of life, medical expenses, loss of earning capacity and other damages.

12. Plaintiff MARI LYN LINFOOT has been deprived of the services, society, advice, counsel, comfort, companionship, and consortium of her husband, GARY LINFOOT as a result of the bodily and emotional injuries he sustained in the subject accident.

COUNT I – NEGLIGENCE

13. Plaintiffs restate the allegations of paragraphs 1 through 12 above.

14. At all times material hereto, defendants MD HELICOPTERS, L-3 COMMUNICATIONS, and KAMATICS, and each of them, owed plaintiffs a duty to exercise reasonable care in the design, manufacture, assembly, inspection, testing, distribution, sale, servicing, maintenance, modification, overhaul and repair of the subject helicopter and its component parts, including its main driveshaft and components, the pilot's seat and component parts, and equipment under or about the pilot's seat.

15. Defendants, and each of them, breached their duties to exercise reasonable care and the subject crash and resulting injuries were caused by defendants' negligence, including negligence by its officers, agents, employees and servants, of defendants, and each of them, in that they negligently manufactured, designed, assembled, inspected, tested, distributed, sold, serviced, maintained, modified, overhauled and repaired the subject helicopter and its component parts, including its main driveshaft and components, the pilot's seat and component parts, and equipment on or about the pilot's seat, and negligently developed operating, training, maintenance materials and/or procedures for the subject helicopter and its component parts, , including its main driveshaft and components, the pilot's seat and component parts, and equipment under or about the pilot's seat.

16. The loss of power leading to the subject accident was caused by defendants' negligence in designing, developing, manufacturing, assembling, testing, servicing, inspecting, maintaining,

overhauling, repairing, renovating, modifying and/or remanufacturing the subject helicopter, including its main driveshaft and components, the pilot's seat and component parts, and equipment under or about the pilot's seat.

17. As a direct and proximate result of the foregoing negligence of defendants MD HELICOPTERS, L-3 COMMUNICATIONS, and KAMATICS, and each of them, plaintiffs have suffered substantial damages, including those set forth more fully above, and in an amount not less than fifteen million dollars (\$15,000,000.00) costs and such further relief as directed by this Court.

COUNT II – VIOLATION OF TENNESSEE PRODUCTS LIABILITY ACT

18. Plaintiffs restate the allegations of paragraphs 1 through 17 above.

19. On or about May 31st, 2008, the subject helicopter and its component parts including its main driveshaft and components, the pilot's seat and components, and equipment under or about the pilot's seat were being operated and used for the purpose and in the manner for which they were designed, manufactured, assembled, tested, serviced, distributed and sold and intended to be used in a manner foreseeable to defendants MD HELICOPTERS, L-3 COMMUNICATIONS, and KAMATICS, and each of them.

20. On or about May 31st, 2008, the subject helicopter and its component parts including its main driveshaft and components, the pilot's seat and components, and equipment under or about the pilot's seat, including accompanying written manuals, procedures, instructions and warnings, were defective, unreasonably dangerous, and unsafe by reason of defective design, manufacturing assembly, inspection, testing, sale, service, repair, overhaul and maintenance of the subject helicopter and its component parts including its main driveshaft and its components, the pilot's seat and components, and equipment under or about the pilot's seat, including its accompanying written manuals, procedures, instructions and warnings.

21. On or about May 31st, 2008, defendants, and each of them, were required to design, manufacture, construct, prepare, assemble, test, service, warn, instruct, market, label, and/or sell the

subject helicopter and its component parts including its main driveshaft and components, the pilot's seat and component parts, and equipment under or about the pilot's seat, so pilots could safely operate the helicopter in all foreseeable phases of flight; however the subject helicopter and its component parts including its main driveshaft and components, the pilot's seat and component parts, and equipment under or about the pilot's seat, were not adequately designed, manufactured, constructed, prepared, assembled, tested, serviced, marketed, labeled, or contained the necessary warnings and/or instructions so as to prevent a total loss of power to the main driveshaft, prevent catastrophic damage to the main driveshaft coupling(s), prevent the full crashworthiness ability of the pilot seat, and/or prevent the safe, foreseeable operation of the subject helicopter, thus causing the subject helicopter to be unsafe, defective, and unreasonably dangerous.

22. The subject crash on or about May 31st, 2008 and resulting injuries, were caused by the aforementioned defective, unreasonably dangerous, and unsafe conditions of the subject helicopter and its component parts including its main driveshaft and components, the pilot's seat and components, and equipment under or about the pilot's seat, and accompanying warnings, instructions, and manuals.

23. As a direct and proximate result of the foregoing defective, unreasonably dangerous and unsafe conditions of the subject helicopter and its component parts including its main driveshaft and components, the pilot's seat and components, and equipment under or about the pilot's seat, and accompanying warnings, instructions, and manuals, defendants MD HELICOPTERS, L-3 COMMUNICATIONS, and KAMATICS, and each of them, caused plaintiffs to suffer substantial damages, including those set forth more fully above, and in an amount not less than fifteen million dollars (\$15,000,000.00) costs, and such further relief as directed by this Court.

COUNT III – BREACH OF WARRANTY

24. Plaintiffs restate the allegations of paragraphs 1 through 23 above.

25. Prior to the subject accident on or about May 31st, 2008, defendants MD HELICOPTERS, L-3 COMMUNICATIONS, and KAMATICS, and each of them, warranted and represented that the subject helicopter and its component parts including its main driveshaft and components, the pilot's seat and component parts, and equipment under or about the pilot's seat, and accompanying warnings, instructions, and manuals, were airworthy, of merchantable quality, fit and safe for the purposes for which they were designed, manufactured, assembled, sold, installed, tested, maintained, and repaired, and were free from all defects.

26. Defendants, and each of them, breached said warranties in that the subject helicopter and its component parts including its main driveshaft and components, the pilot's seat and components, and equipment under or about the pilot's seat, and accompanying warnings, instructions, and manuals, were not airworthy, not of merchantable quality, and not fit and safe for the purposes for which they were designed, manufactured, assembled, inspected, tested, sold, serviced, repaired, maintained, intended and used, and further were not free from all defects.

27. The subject accident on or about May 31st, 2008, and resulting injuries were caused by the defendants, and each of them, breach of aforementioned warranties.

28. As a direct and proximate result of the foregoing breach of warranties by defendants MD HELICOPTERS, L-3 COMMUNICATIONS, and KAMATICS, and each of them, plaintiffs have suffered substantial damages, including those set forth more fully above, and in an amount not less than fifteen million dollars (\$15,000,000.00), costs, and such further relief as directed by this Court.

PRAYER FOR RELIEF

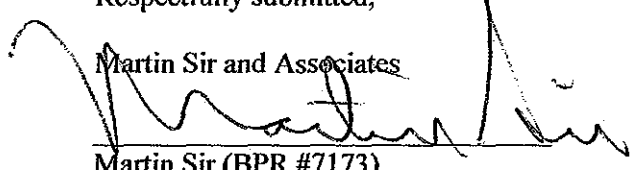
WHEREFORE, the Plaintiffs GARY LINFOOT and MARI LYN LINFOOT respectfully request a judgment against defendants MD HELICOPTERS, INC., L-3 COMMUNICATIONS, INC., and KAMATICS CORPORATION, and each of them, in an amount not less than fifteen million dollars (\$15,000,000.00), which shall be proven at trial, for the following damages:

1. Medical and other expenses;
2. Lost wages, lost income, and loss of earning capacity;
3. Pain and suffering;
4. Emotional and mental anguish;
5. Loss of enjoyment of life;
6. Loss of consortium, and
7. All interests, costs, and other damages and other relief that this Court may deem just under the circumstances of this case.

JURY DEMAND

Plaintiffs respectfully demand a trial by jury.

Respectfully submitted,


Martin Sir and Associates

Martin Sir (BPR #7173)
American Center, Tower One
3100 West End Avenue, Suite 870
Nashville, TN 37203
(615) 256-5661

Attorney for Plaintiffs

CIRCUIT COURT SUMMONS

CLARKSVILLE, TENNESSEE

STATE OF TENNESSEE
MONTGOMERY COUNTY
19TH JUDICIAL DISTRICT

☐ First
☐ Alias
☐ Pluries

Gary Linfoot and Wife,
Mari Lyn Linfoot

MC CC CV CT 09 1041
CIVIL ACTION
DOCKET NO. _____

Plaintiff

vs.

L-3 Communications Corporation
C/o CT Corporation System
111 Eighth Avenue
New York, NY 10011

Defendant

Method of Service:

☐ Montgomery County Sheriff
☐ Out of County Sheriff
☐ Secretary of State

☐ Certified Mail
☐ Personal Service

To the above named Defendant:

You are summoned to appear and defend a civil action ☐ Complaint of Divorce ☐ Petition filed against you in Circuit Court, 2 Millennium Plaza, Suite 115, Clarksville, TN 37040, and your defense must be made within thirty (30) days from the date this summons is served upon you. You are further directed to file your defense with the Clerk of the Court and send a copy to the Plaintiff's attorney at the address listed below. Also, you are summoned to appear at _____ on the _____ day of _____, 20____, and show cause _____.

In case of your failure to defend this action by the above date, judgment by default will be rendered against you for the relief demanded in the complaint.

ISSUED: 5-29-09CHERYL CASTLE

Circuit Court Clerk
Montgomery County, Tennessee

By M. Phillips

Deputy Clerk

Martin S. Sir, Esq.

ATTORNEY FOR PLAINTIFF

or

3100 West End Avenue, Suite 870, American Center, Tower OneNashville, TN 37203

TO THE SHERIFF:

Please execute this summons and make your return hereon as provided by law.

CHERYL CASTLE

Circuit Court Clerk

Received this summons for service this _____ day of _____, 20____.

RETURN ON PERSONAL SERVICE OF SUMMONS

I hereby certify and return that on the _____ day of _____, 20____, I:

served this summons and complaint/petition on _____

_____ in the following manner:

failed to serve this summons within 30 days after its issuance because _____

Sheriff/Process Server

Return on Service of Summons by Mail

I hereby certify and return, that on the ____ day of _____, 20____ I sent, postage prepaid, by registered return receipt mail or certified return receipt mail, a certified copy of the summons and a copy of the complaint in Docket No. _____ to the defendant, _____. On the ____ day of _____, 20____, I received the return receipt for said registered or certified mail, which had been signed by _____ on the ____ day of _____, 20____. Said return receipt is attached to this original summons and both documents are being sent herewith to the Circuit Court Clerk for filing.

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS
____ DAY OF _____, 20____.

PLAINTIFF, PLAINTIFF'S ATTORNEY
OR OTHER PERSON AUTHORIZED
BY STATUTE TO SERVE PROCESS

____ NOTARY PUBLIC OR _____ DEPUTY CLERK
MY COMMISSION EXPIRES: _____

NOTICE
TO THE DEFENDANT(S):

Tennessee law provides a four thousand dollar (\$4,000.00) debtor's equity interest personal property exemption from execution or seizure to satisfy a judgment. If a judgment should be entered against you in this action and you wish to claim property as exempt, you must file a written list, under oath, of the items you wish to claim as exempt with the clerk of the court. The list may be filed at any time and may be changed by you thereafter as necessary; however, unless it is filed before the judgment becomes final, it will not be effective as to any execution or garnishment issued prior to the filing of the list. Certain items are automatically exempt by law and do not need to be listed; these include items of necessary wearing apparel (clothing) for yourself and your family and trunks or other receptacles necessary to contain such apparel, family portraits, the family Bible, and school books. Should any of these items be seized, you would have the right to recover them. If you do not understand your exemption right or how to exercise it, you may wish to seek the counsel of a lawyer.

ATTACH
RETURN
RECEIPT
HERE
(IF APPLICABLE)

STATE OF TENNESSEE
COUNTY OF MONTGOMERY

I, Cheryl Castle, Clerk of the Circuit Court in the State and County aforesaid do hereby certify this to be a true and correct copy of the original summons issued in this case.

(To be completed only if
copy certification required.)

CHERYL CASTLE, CLERK

CIRCUIT COURT SUMMONS

CLARKSVILLE, TENNESSEE

STATE OF TENNESSEE
MONTGOMERY COUNTY
19TH JUDICIAL DISTRICT☐ First
☐ Alias
☐ PluriesGary Linfoot and Wife,
Mari Lyn Linfoot

MC CC CV

CT 09 1041

CIVIL ACTION

DOCKET NO. _____

Method of Service:

- ☐
- Montgomery County Sheriff
-
- ☐
- Out of County Sheriff
-
- ☐
- Secretary of State
-
-
- ☐
- Certified Mail
-
- ☐
- Personal Service

Plaintiff

vs.

MD Helicopters, Inc.
C/o David W. Kash, Esq.
One N. Central Avenue, #1200
Phoenix, AZ 85004-4417

Defendant

To the above named Defendant:

You are summoned to appear and defend a civil action ☐ Complaint of Divorce ☐ Petition filed against you in Circuit Court, 2 Millennium Plaza, Suite 115, Clarksville, TN 37040, and your defense must be made within thirty (30) days from the date this summons is served upon you. You are further directed to file your defense with the Clerk of the Court and send a copy to the Plaintiff's attorney at the address listed below. Also, you are summoned to appear at _____ on the _____ day of _____, 20____, and show cause _____

In case of your failure to defend this action by the above date, judgment by default will be rendered against you for the relief demanded in the complaint.

ISSUED: 5-29-09**CHERYL CASTLE**Circuit Court Clerk
Montgomery County, TennesseeBy M. Phillips

Deputy Clerk

Martin S. Sir, Esq.

ATTORNEY FOR PLAINTIFF

or

3100 West End Avenue, Suite 870, American Center, Tower OneNashville, TN 37203

TO THE SHERIFF:

Please execute this summons and make your return hereon as provided by law.

CHERYL CASTLE

Circuit Court Clerk

Received this summons for service this _____ day of _____, 20____.

RETURN ON PERSONAL SERVICE OF SUMMONS

I hereby certify and return that on the _____ day of _____, 20____, I:



served this summons and complaint/petition on _____

_____ in the following manner:



failed to serve this summons within 30 days after its issuance because _____

Sheriff/Process Server

Return on Service of Summons by Mail

I hereby certify and return, that on the _____ day of _____, 20____ I sent, postage prepaid, by registered return receipt mail or certified return receipt mail, a certified copy of the summons and a copy of the complaint in Docket No. _____ to the defendant, _____. On the _____ day of _____, 20____, I received the return receipt for said registered or certified mail, which had been signed by _____ on the _____ day of _____, 20____. Said return receipt is attached to this original summons and both documents are being sent herewith to the Circuit Court Clerk for filing.

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS
_____ DAY OF _____, 20____.

PLAINTIFF, PLAINTIFF'S ATTORNEY
OR OTHER PERSON AUTHORIZED
BY STATUTE TO SERVE PROCESS

NOTARY PUBLIC OR _____ DEPUTY CLERK
MY COMMISSION EXPIRES: _____

NOTICE
TO THE DEFENDANT(S):

Tennessee law provides a four thousand dollar (\$4,000.00) debtor's equity interest personal property exemption from execution or seizure to satisfy a judgment. If a judgment should be entered against you in this action and you wish to claim property as exempt, you must file a written list, under oath, of the items you wish to claim as exempt with the clerk of the court. The list may be filed at any time and may be changed by you thereafter as necessary; however, unless it is filed before the judgment becomes final, it will not be effective as to any execution or garnishment issued prior to the filing of the list. Certain items are automatically exempt by law and do not need to be listed; these include items of necessary wearing apparel (clothing) for yourself and your family and trunks or other receptacles necessary to contain such apparel, family portraits, the family Bible, and school books. Should any of these items be seized, you would have the right to recover them. If you do not understand your exemption right or how to exercise it, you may wish to seek the counsel of a lawyer.

ATTACH
RETURN
RECEIPT
HERE
(IF APPLICABLE)

STATE OF TENNESSEE
COUNTY OF MONTGOMERY

I, Cheryl Castle, Clerk of the Circuit Court in the State and County aforesaid do hereby certify this to be a true and correct copy of the original summons issued in this case.

(To be completed only if
copy certification required.)

CHERYL CASTLE, CLERK

CIRCUIT COURT SUMMONS

CLARKSVILLE, TENNESSEE

STATE OF TENNESSEE
MONTGOMERY COUNTY
19TH JUDICIAL DISTRICT☐ First
☐ Alias
☐ PluriesGary Linfoot and Wife,
Mari Lyn Linfoot

MC CC CV

CT 09 1041

CIVIL ACTION
DOCKET NO. _____

Method of Service:

- ☐
- Montgomery County Sheriff
-
- ☐
- Out of County Sheriff
-
- ☐
- Secretary of State
-
-
- ☐
- Certified Mail
-
- ☐
- Personal Service

Plaintiff

vs.

Kamatics Corporation
C/o Kaman Corporation
Blue Hills Avenue
Bloomfield, CT 06002

Defendant

To the above named Defendant:

You are summoned to appear and defend a civil action ☐ Complaint of Divorce ☐ Petition filed against you in Circuit Court, 2 Millennium Plaza, Suite 115, Clarksville, TN 37040, and your defense must be made within thirty (30) days from the date this summons is served upon you. You are further directed to file your defense with the Clerk of the Court and send a copy to the Plaintiff's attorney at the address listed below. Also, you are summoned to appear at _____ on the _____ day of _____, 20____, and show cause _____

In case of your failure to defend this action by the above date, judgment by default will be rendered against you for the relief demanded in the complaint.

ISSUED: 5-29-09CHERYL CASTLECircuit Court Clerk
Montgomery County, TennesseeBy M. Phillips

Deputy Clerk

Martin S. Sir, Esq.

ATTORNEY FOR PLAINTIFF

or

3100 West End Avenue, Suite 870, American Center, Tower OneNashville, TN 37203

TO THE SHERIFF:

Please execute this summons and make your return hereon as provided by law.

CHERYL CASTLE

Circuit Court Clerk

Received this summons for service this _____ day of _____, 20____

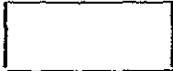
RETURN ON PERSONAL SERVICE OF SUMMONS

I hereby certify and return that on the _____ day of _____, 20____, I:



served this summons and complaint/petition on _____

_____ in the following manner:



failed to serve this summons within 30 days after its issuance because _____

Sheriff/Process Server

Return on Service of Summons by Mail

I hereby certify and return, that on the _____ day of _____, 20____ I sent, postage prepaid, by registered return receipt mail or certified return receipt mail, a certified copy of the summons and a copy of the complaint in Docket No. _____ to the defendant, _____. On the _____ day of _____, 20____, I received the return receipt for said registered or certified mail, which had been signed by _____ on the _____ day of _____, 20____. Said return receipt is attached to this original summons and both documents are being sent herewith to the Circuit Court Clerk for filing.

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS
_____ DAY OF _____, 20____.

PLAINTIFF, PLAINTIFF'S ATTORNEY
OR OTHER PERSON AUTHORIZED
BY STATUTE TO SERVE PROCESS

NOTARY PUBLIC OR _____ DEPUTY CLERK
MY COMMISSION EXPIRES: _____

NOTICE
TO THE DEFENDANT(S):

Tennessee law provides a four thousand dollar (\$4,000.00) debtor's equity interest personal property exemption from execution or seizure to satisfy a judgment. If a judgment should be entered against you in this action and you wish to claim property as exempt, you must file a written list, under oath, of the items you wish to claim as exempt with the clerk of the court. The list may be filed at any time and may be changed by you thereafter as necessary; however, unless it is filed before the judgment becomes final, it will not be effective as to any execution or garnishment issued prior to the filing of the list. Certain items are automatically exempt by law and do not need to be listed; these include items of necessary wearing apparel (clothing) for yourself and your family and trunks or other receptacles necessary to contain such apparel, family portraits, the family Bible, and school books. Should any of these items be seized, you would have the right to recover them. If you do not understand your exemption right or how to exercise it, you may wish to seek the counsel of a lawyer.

STATE OF TENNESSEE
COUNTY OF MONTGOMERY

I, Cheryl Castle, Clerk of the Circuit Court in the State and County aforesaid do hereby certify this to be a true and correct copy of the original summons issued in this case.

(To be completed only if
copy certification required)

CHERYL CASTLE, CLERK

LAW OFFICE OF MARTIN SIR

American Center, Tower One
3100 WEST END AVENUE, STE. 870 NASHVILLE, TN 37203
PHONE: (615) 256-5661 FAX: (615) 277-2529
EMAIL: SIRMARTINLAW@AOL.COM
WWW.MARTINSIRLAW.COM

MARTIN S. SIR*, ATTORNEY AT LAW
*ALSO ADMITTED TO THE U.S. COURT OF FEDERAL CLAIMS

JOHN AGEE, MANAGING PARALEGAL

June 11, 2009

VIA REGULAR MAIL

Cheryl J. Castle, Court Clerk
Montgomery County Circuit Court
Two Millennium Plaza, Suite 115
Clarksville, TN 37041-0368

**RE: GARY LINFOOT AND WIFE, MARI LYN LINFOOT V. MD HELICOPTERS, INC., L-3
COMMUNICATIONS CORPORATION, AND KAMATICS CORPORATION
DOCKET No. MC CC CV CT 09 1041
JURY DEMAND**

Dear Ms. Castle:

Please file the enclosed *Amended Complaint* and return to the office a file-stamped copy in the enclosed self-addressed envelope.

If you have any questions about this, please let me know.

Thank you for your attention to this matter.

Sincerely,



Sara Nau,
Legal Assistant to
Martin Sir

cc: client, file

**IN THE CIRCUIT COURT OF MONTGOMERY COUNTY, TENNESSEE
FOR THE NINETEENTH JUDICIAL DISTRICT AT CLARKSVILLE, TENNESSEE**

GARY LINFOOT and wife,
MARI LYN LINFOOT,

Plaintiffs,

v.

MD HELICOPTERS, INC.,
L-3 COMMUNICATIONS CORPORATION,
and KAMATICS CORPORATION,

Defendants.

Docket No. MC CC CV CT 09 1041

Jury Demand

2009 JUN 12 PM 3:11

FILED
CHERYL J. CASTLE
CLERK

AMENDED COMPLAINT

COME NOW the Plaintiffs and for cause of action against the Defendants state the following:

PARTIES

1. The Plaintiffs are husband and wife and are residents and citizens of Clarksville, Tennessee, and were so at all material times herein.
2. At all times material herein, Defendant MD HELICOPTERS, INC. ("MD HELICOPTERS"), was an Arizona corporation with its principal place of business in the State of Arizona.
3. At all times material herein, Defendant L-3 COMMUNICATIONS CORPORATION ("L-3 COMMUNICATIONS") was a Delaware corporation with its principal place of business in the State of New York.
4. At all times material herein, Defendant KAMATICS CORPORATION ("KAMATICS") was a Connecticut corporation with its principal place of business in the State of Connecticut.

JURISDICTION

5. The Jurisdiction of this Court is invoked pursuant to Tennessee Code Annotated §§ 16-10-101 and 20-2-214.

FACTUAL BACKGROUND

6. On or about May 31st, 2008, plaintiff GARY LINFOOT was a United States Army soldier, holding the rank of CW4, assigned to Ft. Campbell, Tennessee where he was a member of the 160th Special Operations Aviation Regiment (SOAR) unit and was deployed in Iraq, acting as pilot in command of an AH-6M helicopter, US Army tail number 23649 ("subject helicopter").

7. On or about May 31st, 2008, at approximately 11:57 p.m. Arabic Standard Time (Baghdad, Iraq local time), plaintiff GARY LINFOOT was piloting the subject helicopter on a mission south of Baghdad, when the subject helicopter's main driveshaft failed which caused a instantaneous and complete loss of drive to the helicopter's rotors to descend crash into the ground in the vicinity of Baghdad ("subject accident").

8. Defendants, and each of them, were engaged in the business of manufacturing, designing, assembling, inspecting, distributing, selling, leasing, servicing, maintaining, modifying, and/or repairing the subject helicopter including, but not limited to, the main driveshaft and its component parts, pilot seat and its component parts, and equipment under or about the pilot's seat.

9. Modifications to CW4 Linfoot's seat and the addition of avionics equipment under the seat by defendant L-3 COMMUNICATIONS compromised the crash worthiness of the helicopter and caused GARY LINFOOT to suffer worse injuries than he would have suffered otherwise.

10. Defendants, and each of them, were engaged in the business of writing and/or approving instructions and warnings for the subject helicopter, its associated main driveshaft and components, its associated pilot's seat and components, and its associated equipment on or about the pilot's seat, including, but not limited to, their flight and operation manuals, maintenance manuals, maintenance and repair instructions, service bulletins, inspection schedules and service life schedules.

11. Plaintiff GARY LINFOOT has suffered and continues to suffer severe and permanent bodily and emotional injuries and damages, including pain, suffering, fright, fear of impending death, loss of the enjoyment of life, medical expenses, loss of earning capacity and other damages.

12. Plaintiff MARI LYN LINFOOT has been deprived of the services, society, advice, counsel, comfort, companionship, and consortium of her husband, GARY LINFOOT as a result of the bodily and emotional injuries he sustained in the subject accident.

COUNT I – NEGLIGENCE

13. Plaintiffs restate the allegations of paragraphs 1 through 12 above.

14. At all times material hereto, defendants MD HELICOPTERS, L-3 COMMUNICATIONS, and KAMATICS, and each of them, owed plaintiffs a duty to exercise reasonable care in the design, manufacture, assembly, inspection, testing, distribution, sale, servicing, maintenance, modification, overhaul and repair of the subject helicopter and its component parts, including its main driveshaft and components, the pilot's seat and component parts, and equipment under or about the pilot's seat.

15. Defendants, and each of them, breached their duties to exercise reasonable care and the subject crash and resulting injuries were caused by defendants' negligence, including negligence by its officers, agents, employees and servants, of defendants, and each of them, in that they negligently manufactured, designed, assembled, inspected, tested, distributed, sold, serviced, maintained, modified, overhauled and repaired the subject helicopter and its component parts, including its main driveshaft and components, the pilot's seat and component parts, and equipment on or about the pilot's seat, and negligently developed operating, training, maintenance materials and/or procedures for the subject helicopter and its component parts, , including its main driveshaft and components, the pilot's seat and component parts, and equipment under or about the pilot's seat.

16. The loss of power leading to the subject accident was caused by defendants' negligence in designing, developing, manufacturing, assembling, testing, servicing, inspecting, maintaining,

overhauling, repairing, renovating, modifying and/or remanufacturing the subject helicopter, including its main driveshaft and components, the pilot's seat and component parts, and equipment under or about the pilot's seat.

17. As a direct and proximate result of the foregoing negligence of defendants MD HELICOPTERS, L-3 COMMUNICATIONS, and KAMATICS, and each of them, plaintiffs have suffered substantial damages, including those set forth more fully above, and in an amount not less than fifteen million dollars (\$15,000,000.00) costs and such further relief as directed by this Court.

COUNT II – VIOLATION OF TENNESSEE PRODUCTS LIABILITY ACT

18. Plaintiffs restate the allegations of paragraphs 1 through 17 above.

19. On or about May 31st, 2008, the subject helicopter and its component parts including its main driveshaft and components, the pilot's seat and components, and equipment under or about the pilot's seat were being operated and used for the purpose and in the manner for which they were designed, manufactured, assembled, tested, serviced, distributed and sold and intended to be used in a manner foreseeable to defendants MD HELICOPTERS, L-3 COMMUNICATIONS, and KAMATICS, and each of them.

20. On or about May 31st, 2008, the subject helicopter and its component parts including its main driveshaft and components, the pilot's seat and components, and equipment under or about the pilot's seat, including accompanying written manuals, procedures, instructions and warnings, were defective, unreasonably dangerous, and unsafe by reason of defective design, manufacturing assembly, inspection, testing, sale, service, repair, overhaul and maintenance of the subject helicopter and its component parts including its main driveshaft and its components, the pilot's seat and components, and equipment under or about the pilot's seat, including its accompanying written manuals, procedures, instructions and warnings.

21. On or about May 31st, 2008, defendants, and each of them, were required to design, manufacture, construct, prepare, assemble, test, service, warn, instruct, market, label, and/or sell the

subject helicopter and its component parts including its main driveshaft and components, the pilot's seat and component parts, and equipment under or about the pilot's seat, so pilots could safely operate the helicopter in all foreseeable phases of flight; however the subject helicopter and its component parts including its main driveshaft and components, the pilot's seat and component parts, and equipment under or about the pilot's seat, were not adequately designed, manufactured, constructed, prepared, assembled, tested, serviced, marketed, labeled, or contained the necessary warnings and/or instructions so as to prevent a total loss of power to the main driveshaft, prevent catastrophic damage to the main driveshaft coupling(s), prevent the full crashworthiness ability of the pilot seat, and/or prevent the safe, foreseeable operation of the subject helicopter, thus causing the subject helicopter to be unsafe, defective, and unreasonably dangerous.

22. The subject crash on or about May 31st, 2008 and resulting injuries, were caused by the aforementioned defective, unreasonably dangerous, and unsafe conditions of the subject helicopter and its component parts including its main driveshaft and components, the pilot's seat and components, and equipment under or about the pilot's seat, and accompanying warnings, instructions, and manuals.

23. As a direct and proximate result of the foregoing defective, unreasonably dangerous and unsafe conditions of the subject helicopter and its component parts including its main driveshaft and components, the pilot's seat and components, and equipment under or about the pilot's seat, and accompanying warnings, instructions, and manuals, defendants MD HELICOPTERS, L-3 COMMUNICATIONS, and KAMATICS, and each of them, caused plaintiffs to suffer substantial damages, including those set forth more fully above, and in an amount not less than fifteen million dollars (\$15,000,000.00) costs, and such further relief as directed by this Court.

COUNT III – BREACH OF WARRANTY

24. Plaintiffs restate the allegations of paragraphs 1 through 23 above.

25. Prior to the subject accident on or about May 31st, 2008, defendants MD HELICOPTERS, L-3 COMMUNICATIONS, and KAMATICS, and each of them, warranted and represented that the subject helicopter and its component parts including its main driveshaft and components, the pilot's seat and component parts, and equipment under or about the pilot's seat, and accompanying warnings, instructions, and manuals, were airworthy, of merchantable quality, fit and safe for the purposes for which they were designed, manufactured, assembled, sold, installed, tested, maintained, and repaired, and were free from all defects.

26. Defendants, and each of them, breached said warranties in that the subject helicopter and its component parts including its main driveshaft and components, the pilot's seat and components, and equipment under or about the pilot's seat, and accompanying warnings, instructions, and manuals, were not airworthy, not of merchantable quality, and not fit and safe for the purposes for which they were designed, manufactured, assembled, inspected, tested, sold, serviced, repaired, maintained, intended and used, and further were not free from all defects.

27. The subject accident on or about May 31st, 2008, and resulting injuries were caused by the defendants, and each of them, breach of aforementioned warranties.

28. As a direct and proximate result of the foregoing breach of warranties by defendants MD HELICOPTERS, L-3 COMMUNICATIONS, and KAMATICS, and each of them, plaintiffs have suffered substantial damages, including those set forth more fully above, and in an amount not less than fifteen million dollars (\$15,000,000.00), costs, and such further relief as directed by this Court.

PRAYER FOR RELIEF

WHEREFORE, the Plaintiffs GARY LINFOOT and MARI LYN LINFOOT respectfully request a judgment against defendants MD HELICOPTERS, INC., L-3 COMMUNICATIONS, INC., and KAMATICS CORPORATION, and each of them, in an amount not less than fifteen million dollars (\$15,000,000.00), which shall be proven at trial, for the following damages:

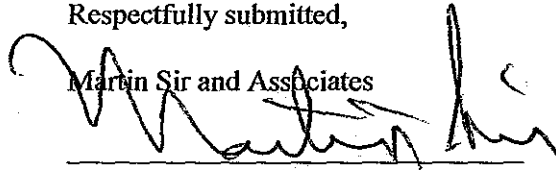
1. Medical and other expenses;
2. Lost wages, lost income, and loss of earning capacity;
3. Pain and suffering;
4. Emotional and mental anguish;
5. Loss of enjoyment of life;
6. Loss of consortium, and
7. All interests, costs, and other damages and other relief that this Court may deem just under the circumstances of this case.

JURY DEMAND

Plaintiffs respectfully demand a trial by jury.

Respectfully submitted,

Martin Sir and Associates


Martin Sir (BPR #7173)
American Center, Tower One
3100 West End Avenue, Suite 870
Nashville, TN 37203
(615) 256-5661

Attorney for Plaintiffs

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or of the front if space permits.

1. Article Addressed to:

2-83 Communications Corp.
 C/O CT Corporation System
 111 Eighth Ave
 New York, NY 10011

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Certified Mail Received ☐ Agent Addressed

B. Received by (Printed Name) ☐ Date of Delivery
 JUN 23 2009

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No
 CT, a Wolters Kluwer Business

3. Service Type

- ☒ Certified Mail ☐ Express Mail
- ☐ Registered ☒ Return Receipt for Merchandise
- ☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☒ Yes

2. Article No. 7006 2760 0000 6704 2656
 (Transfer)

PS Form 3811, February 2004 Domestic Return Receipt

102595-02-M-1540

UNITED STATES POSTAL SERVICE

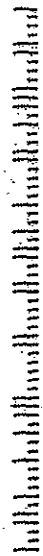


First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

Law Office of Mark Jiv
3100 West End Ave, Suite 870
Nashville, TN 37203

Re: Linfoot, Gary



CIRCUIT COURT SUMMONS

CLARKSVILLE, TENNESSEE

STATE OF TENNESSEE
MONTGOMERY COUNTY
19TH JUDICIAL DISTRICT

☐ First
☐ Alias
☐ Pluries

Gary Linfoot and Wife,
Mari Lyn Linfoot

MC CG CV

CT 09 1041

CIVIL ACTION

DOCKET NO. _____

Method of Service:

☐ Montgomery County Sheriff
☐ Out of County Sheriff
☐ Secretary of State

☐ Certified Mail
☐ Personal Service

FILED
7-2 20 09 A.M./P.M.
CHERYL I. CASTLE, CLERK
CIRCUIT COURT CLERK
BY: *[Signature]* D.C.

Plaintiff

vs.

L-3 Communications Corporation
C/o CT Corporation System
111 Eighth Avenue
New York, NY 10011

Defendant

To the above named Defendant:

You are summoned to appear and defend a civil action ☐ Complaint of Divorce ☐ Petition filed against you in Circuit Court, 2 Millennium Plaza, Suite 115, Clarksville, TN 37040, and your defense must be made within thirty (30) days from the date this summons is served upon you. You are further directed to file your defense with the Clerk of the Court and send a copy to the Plaintiff's attorney at the address listed below. Also, you are summoned to appear at _____ on the _____ day of _____, 20____, and show cause _____

In case of your failure to defend this action by the above date, judgment by default will be rendered against you for the relief demanded in the complaint.

ISSUED: 5-29-09

CHERYL CASTLE

Circuit Court Clerk
Montgomery County, Tennessee

By

[Signature]

Deputy Clerk

Martin S. Sir, Esq.

ATTORNEY FOR PLAINTIFF

or

3100 West End Avenue, Suite 870, American Center, Tower One

Nashville, TN 37203

TO THE SHERIFF:

Please execute this summons and make your return hereon as provided by law.

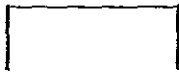
CHERYL CASTLE

Circuit Court Clerk

Received this summons for service this _____ day of _____, 20____.

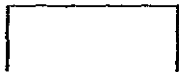
RETURN ON PERSONAL SERVICE OF SUMMONS

I hereby certify and return that on the _____ day of _____, 20____, I:



served this summons and complaint/petition on _____

_____ in the following manner:



failed to serve this summons within 30 days after its issuance because _____

Sheriff/Process Server

Return on Service of Summons by Mail

I hereby certify and return, that on the 19 day of June, 2009 I sent, postage prepaid, by registered return receipt mail or certified return receipt mail, a certified copy of the summons and a copy of the complaint in Docket No. C1091041 to the defendant, L-3 COMMUNICATIONS Corp. On the 25 day of JUNE, 2009, I received the return receipt for said registered or certified mail, which had been signed by CT Corp Systems on the 23 day of JUNE, 2009. Said return receipt is attached to this original summons and both documents are being sent herewith to the Circuit Court Clerk for filing.

AMENDED
COMPLAINT

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS _____, 2009.

NOTARY PUBLIC
DEPUTY CLERK
MY COMMISSION EXPIRES: 11-23-09

PLAINTIFF, PLAINTIFF'S ATTORNEY
OR OTHER PERSON AUTHORIZED
BY STATUTE TO SERVE PROCESS

NOTICE

TO THE DEFENDANT(S):

Tennessee law provides a four thousand dollar (\$4,000.00) debtor's equity interest personal property exemption from execution or seizure to satisfy a judgment. If a judgment should be entered against you in this action and you wish to claim property as exempt, you must file a written list, under oath, of the items you wish to claim as exempt with the clerk of the court. The list may be filed at any time and may be changed by you thereafter as necessary; however, unless it is filed before the judgment becomes final, it will not be effective as to any execution or garnishment issued prior to the filing of the list. Certain items are automatically exempt by law and do not need to be listed; these include items of necessary wearing apparel (clothing) for yourself and your family and trunks or other receptacles necessary to contain such apparel, family portraits, the family Bible, and school books. Should any of these items be seized, you would have the right to recover them. If you do not understand your exemption right or how to exercise it, you may wish to seek the counsel of a lawyer.

ATTACH
RETURN
RECEIPT
HERE
(IF APPLICABLE)

STATE OF TENNESSEE
COUNTY OF MONTGOMERY

I, Cheryl Castle, Clerk of the Circuit Court in the State and County aforesaid do hereby certify this to be a true and correct copy of the original summons issued in this case.

(To be completed only if
copy certification required.)

CHERYL CASTLE, CLERK

LAW OFFICE OF MARTIN SIR

American Center, Tower One
3100 West End Avenue, Ste. 870 Nashville, TN 37203
Phone: (615) 256-5661 Fax: (615) 277-2529
email: sirmartinlaw@aol.com
www.martinsirlaw.com

Martin S. Sir*, Attorney at Law
*also admitted to the U.S. Court of Federal Claims

John Agee, Managing Paralegal

June 29, 2009

Cheryl Castle
Circuit Court Clerk
Two Millennium Plaza, Suite 115
Clarksville, TN 37041-0368

ENCLOSURE:

(1) Circuit Court Summons sent to L-3 Communications Corporation

RE: Gary Lindfoot and Wife, Mari Lyn Linfoot vs. L-3 Communications Corporation

Dear Ms. Castle:

Please find the enclosed summons in the above-referenced case that was sent to L-3 Communications Corporation on the 19th day of June 2009 and received by said Corporation on the 23rd day of June 2009 as evidenced by the Return Receipt attached. Please return to my office a stamped filed copy in the enclosed, self-addressed stamped envelope.

Sincerely,


Martin Sir

cc: file

SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Kawahits Corporation
 c/o Kawan Corporation
 BIVE HTIS Ave
 Bloomfield, CT 06002

COMPLETE THIS SECTION ON DELIVERY

A. Signature
☒

B. Received by (Printed Name)
☒

D. Is delivery address different from Item 1?
 If YES, enter delivery address below:

C. Date of Delivery
☐ Agent
☐ Addressee
☐ Yes
☐ No

3. Service Type

- ☒ Certified Mail
- ☐ Registered
- ☐ Insured Mail
- ☐ Express Mail
- ☒ Return Receipt for Merchandise
- ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☒ Yes

2. Article Number
 (Transfer from) 7006 2760 0000 6704 2670

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

UNITED STATES POSTAL SERVICE

First-Class Mail
Postage & Fees Paid
ECPSP
Permit No. G-10

23 JUN 2009 PM 11

• Sender: Please print your name, address, and ZIP+4 in this box •

Law Office of Martin Siv
3100 West End Ave, Suite 870
Nashville, TN 37203
re: Untoot, Gary

23

CIRCUIT COURT SUMMONS

CLARKSVILLE, TENNESSEE

STATE OF TENNESSEE
MONTGOMERY COUNTY
19TH JUDICIAL DISTRICT

☐ First
☐ Alias
☐ Pluries

Gary Linfoot and Wife,
Mari Lyn Linfoot

MC CC CV

CT 09 104

CIVIL ACTION
DOCKET NO. _____

Method of Service:

☐ Montgomery County Sheriff
☐ Out of County Sheriff
☐ Secretary of State

☐ Certified Mail☐ Personal Service

FILED
7-2 20 09 A.M./P.M.
CHERYL J. CASTLE, CLERK
CIRCUIT COURT CLERK
BY: *[Signature]* D.C.

Plaintiff

vs.

Kamatics Corporation
C/o Kaman Corporation
Blue Hills Avenue
Bloomfield, CT 06002

Defendant

To the above named Defendant:

You are summoned to appear and defend a civil action ☐ Complaint of Divorce ☐ Petition filed against you in Circuit Court, 2 Millennium Plaza, Suite 115, Clarksville, TN 37040, and your defense must be made within thirty (30) days from the date this summons is served upon you. You are further directed to file your defense with the Clerk of the Court and send a copy to the Plaintiff's attorney at the address listed below. Also, you are summoned to appear at _____ on the _____ day of _____, 20____, and show cause _____

In case of your failure to defend this action by the above date, judgment by default will be rendered against you for the relief demanded in the complaint.

ISSUED: 5-29-09

CHERYL CASTLE

Circuit Court Clerk

Montgomery County, Tennessee

By

[Signature]

Deputy Clerk

Martin S. Sir, Esq.

ATTORNEY FOR PLAINTIFF

3100 West End Avenue, Suite 870, American Center, Tower One

or

Nashville, TN 37203

TO THE SHERIFF:

Please execute this summons and make your return hereon as provided by law.

CHERYL CASTLE

Circuit Court Clerk

Received this summons for service this _____ day of _____, 20____.

RETURN ON PERSONAL SERVICE OF SUMMONS

I hereby certify and return that on the _____ day of _____, 20____, I:



served this summons and complaint/petition on _____

_____ in the following manner:



failed to serve this summons within 30 days after its issuance because _____



Sheriff/Process Server

Return on Service of Summons by Mail

AMENDED COMPLAINT

I hereby certify and return, that on the 14 day of JUNE, 2009, I sent, postage prepaid, by registered return receipt mail or certified return receipt mail, a certified copy of the summons and a copy of the complaint in _____ to the defendant, KAMATICS CORP. On the 25 day of JUNE, 2009, I received the return receipt for said registered or certified mail, which had been signed by T.O. Murphy For Kamatics on the 25 day of JUNE, 2009. Said return receipt is attached to this original summons and both documents are being sent herewith to the Circuit Court Clerk for filing.

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS
1 DAY OF July, 2009.

PLAINTIFF, PLAINTIFF'S ATTORNEY
OR OTHER PERSON AUTHORIZED
BY STATUTE TO SERVE PROCESS

[Signature] NOTARY PUBLIC OR DEPUTY CLERK
MY COMMISSION EXPIRES: 11-22-09

**NOTICE
TO THE DEFENDANT(S):**

Tennessee law provides a four thousand dollar (\$4,000.00) debtor's equity interest personal property exemption from execution or seizure to satisfy a judgment. If a judgment should be entered against you in this action and you wish to claim property as exempt, you must file a written list, under oath, of the items you wish to claim as exempt with the clerk of the court. The list may be filed at any time and may be changed by you thereafter as necessary; however, unless it is filed before the judgment becomes final, it will not be effective as to any execution or garnishment issued prior to the filing of the list. Certain items are automatically exempt by law and do not need to be listed; these include items of necessary wearing apparel (clothing) for yourself and your family and trunks or other receptacles necessary to contain such apparel, family portraits, the family Bible, and school books. Should any of these items be seized, you would have the right to recover them. If you do not understand your exemption right or how to exercise it, you may wish to seek the counsel of a lawyer.

ATTACH
RETURN
RECEIPT
HERE
(IF APPLICABLE)

STATE OF TENNESSEE
COUNTY OF MONTGOMERY

I, Cheryl Castle, Clerk of the Circuit Court in the State and County aforesaid do hereby certify this to be a true and correct copy of the original summons issued in this case.

(To be completed only if
copy certification required)

CHERYL CASTLE, CLERK

LAW OFFICE OF MARTIN SIR

American Center, Tower One
3100 West End Avenue, Ste. 870 Nashville, TN 37203
Phone: (615) 256-5661 Fax: (615) 277-2529
email: sirmartinlaw@aol.com
www.martinsirlaw.com

Martin S. Sir*, Attorney at Law
*also admitted to the U.S. Court of Federal Claims

John Agee, Managing Paralegal

June 29, 2009

Cheryl Castle
Circuit Court Clerk
Two Millennium Plaza, Suite 115
Clarksville, TN 37041-0368

ENCLOSURE:

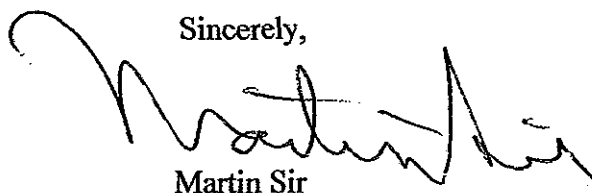
(1) Circuit Court Summons sent to Kamatics Corporation

RE: Gary Lindfoot and Wife, Mari Lyn Linfoot vs. Kamatics Corporation

Dear Ms. Castle:

Please find the enclosed summons in the above-referenced case that was sent to Kamatics Corporation on the 19th day of June 2009 and received by said Corporation on the 23rd day of June 2009 as evidenced by the Return Receipt attached. Please return to my office a stamped filed copy in the enclosed, self-addressed stamped envelope.

Sincerely,

A handwritten signature in black ink, appearing to read 'Martin Sir', is written over the typed name.

Martin Sir

cc: file

Circuit Court Montgomery County Clarksville Tennessee	SUBPOENA	Case Number DV 09-0215
<u>Julie Kay Greene</u> vs. <u>Brian Wesley Greene</u>		

To Any Lawful Officer of Said County:

Under penalty prescribed by law, you are commanded to summon (name, address & phone number):

Patricia Benton PRIVATE PROCESS

825 Brooke Valley Trace

Clarksville TN 37040

at Office of Deborah Evans, 136 Franklin St., Ste. 300, Clarksville TN
 to appear personally before the Circuit Court of Montgomery County, at the Courts Center 4th floor, in
 Clarksville, Tennessee, on July 15, 2009 at 9:00 a.m./p.m. to give evidence for
 the Plaintiff/Defendant:

Brian Wesley Greene

and bring the following:

Duces Tecum:

Issued: _____

Clerk / Deputy Clerk

SUBPOENA REQUESTED BY: Kevin C. Kennedy

ATTORNEY/PLAINTIFF/DEFENDANT

TELEPHONE NUMBER: 931-645-9900

OFFICER'S RETURN: Came hand this date and executed by:

☐ Delivering the within subpoena to the witness named herein _____

☐ Unable to serve because _____

Date: _____

By: _____

Officer, Title

ATTORNEY'S RETURN OF SERVICE:

Attorney's Name, Address and Telephone Number

Designee's Name, Address and Telephone Number

Kevin C. Kennedy

127 S. 3rd St.

Clarksville TN 37040 931-645-9900

I certify that on the date indicated below I served a copy of this subpoena on the witness _____,
 by _____.

Date: _____

RECEIVED

JUL 02 2009

Signature of Attorney/Designee